

EXHIBIT H

J.P.Morgan

JPMorgan Chase & Co.
Legal Department
245 Park Avenue, 11th Floor
New York, NY 10167

Don Thompson
Managing Director
Associate General Counsel
Email:
thompson_don@jpmorgan.com
Tel: 212 648 0322
Fax: 646 534 6387

Lehman Brothers Holdings Inc.
745 7th Ave
New York, NY 10019

October 28, 2008

BY HAND

Gentlemen:

Notice of Enforcement of Security in respect of Guaranty

We refer to: (i) that certain Guaranty dated as of September 9, 2008 made by Lehman Brothers Holdings Inc. in favor of JPMorgan Chase Bank, N.A. and its affiliates, subsidiaries, successors and assigns (the "Guaranty"); (ii) the Security Agreement relating to the Guaranty entered into between Lehman Brothers Holdings Inc. and JPMorgan Chase Bank, N.A. dated as of September 9, 2008 (the "Security Agreement"); and (iii) the Demand for Payment under Guaranty dated October 24, 2008 delivered by JPMorgan Chase Bank, N.A. to Lehman Brothers Holdings Inc. (the "Demand"). Capitalized terms that appear in this letter that are not otherwise defined herein will have the meanings given to them in the Security Agreement.

In the Demand, JPMorgan Chase Bank, N.A. demanded of Lehman Brothers Holdings Inc., pursuant to the terms of the Guaranty, payment in full of certain amounts that are now due and payable by certain Borrowers (as that term is defined in the Guaranty) to JPMorgan Chase Bank, N.A. and certain of its affiliates (each of such amounts, a "JPMorgan Receivable"). As of the date of this notice, no payment has been made by Lehman Brothers Holdings Inc. under the Guaranty in respect of any of the JPMorgan Receivables. As such, a Default has occurred for purposes of the Security Agreement.

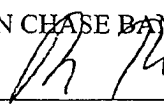
As a result of such Default, JPMorgan Chase Bank, N.A. and each of its affiliates to which a JPMorgan Receivable is owed has exercised its right to pay the JPMorgan Receivable in full by means of setoff and application of cash which had been posted as Security contemporaneously with the execution and delivery of the Security Agreement.

JPMorgan Chase Bank, N.A. and its affiliates reserve all of their rights and remedies with respect to the Guaranty, the Demand and the Security Agreement including, without limitation, their right to realize further on the Security and to make further demands for payment under the Guaranty with respect to: (i) amounts owing to JPMorgan Chase Bank, N.A. or any of its affiliates under Facility Documents (as that term is defined in the Guaranty); (ii) amounts paid or

otherwise transferred to or for the benefit of JPMorgan Chase Bank, N.A. or any of its affiliates in connection with any set-off or secured creditor right arising under the Guaranty or any such Facility Document that are avoided, reduced or otherwise impaired; (iii) interest accruing in relation to amounts that remain unpaid under such Facility Documents or under the Guaranty; and (iv) out-of-pocket expenses, including legal fees, incurred by JPMorgan Chase Bank, N.A. or any of its affiliates by reason of the enforcement and protection of their respective rights under such Facility Documents or the Guaranty.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: _____

Title: **DON THOMPSON**
MANAGING DIRECTOR AND
ASSOCIATE GENERAL COUNSEL

Copy:

Harvey R. Miller Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

Copy:

Harold S. Novikoff Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019